

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE C.N.RAMACHANDRAN NAIR

FRIDAY, THE 16TH MARCH 2007 / 25TH PHALGUNA 1928

OP.No. 7573 of 1998(B)

PETITIONER:

M/S. SCHOOL OF ENGINEERING
TRIDA BUILDINGS, CHALAKUZHILANE,
THIRUVANANTHAPURAM.
REPRESENTED BY ITS DIRECTOR
TISSAN JOSEPH THACHANERY.

BY ADV. SRI.V.RAMACHANDRAN
SRI.V.VINOD KUMAR

RESPONDENTS:

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1. THIRUVANANTHAPURAM DEVELOPMENT AUTHORITY
JAYA MANSON, SASTHAMANGALAM.P.O.,
THIRUVANANTHAPURAM REPRESENTED BY ITS SECRETARY.
 2. THE SECRETARY
(ALLEGED ESTATE OFFICER),
THIRUVANANTHAPURAM DEVELOPMENT AUTHORITY,
SASTHAMANGALAM.P.O.,
THIRUVANANTHAPURAM.
 3. THE DISTRICT COLLECTOR,
COLLECTORATE, VANCHIYOOR,
THIRUVANANTHAPURAM.
 4. STATE OF KERALA
REPRESENTED BY ITS CHIEF SECRETARY,
GOVERNMENT SECRETARIAT,
THIRUVANANTHAPURAM.

BY ADV. SRI.PIRAPPANCODE V.SREEDHARAN NAIR
SRI.S.P.ARAVINDAKSHAN PILLAY
SRI.PIRAPPANCODE V.S.SUDHIR
GOVERNMENT PLEADER
SRI.N.NANDAKUMARA MENON, SC, TRIDA
SRI.K.A.JALEEL, SC., TRIDA

THIS ORIGINAL PETITION HAVING BEEN FINALLY HEARD
ON 16/03/2007, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:

O.P.No. 7573/1998

ORDER ON CMP NO. 36763/1998 IN O.P.No. 7573/1998.

DISMISSED.

16/03/2007

SD/- (C.N.RAMACHANDRAN NAIR, JUDGE)

ORDER ON CMP NO. 7283/2000 IN O.P.No. 7573/1998.

DISMISSED.

16/03/2007

SD/- (C.N.RAMACHANDRAN NAIR, JUDGE)

ORDER ON CMP NO. 24568/1998 IN CMP NO. 13208/1998 IN O.P.No. 7573/1998.

DISMISSED.

16/03/2007

SD/- (C.N.RAMACHANDRAN NAIR, JUDGE)

ORDER ON CMP NO. 13208/1998 IN O.P.No. 7573/1998.

DISMISSED.

16/03/2007

SD/- (C.N.RAMACHANDRAN NAIR, JUDGE)

APPENDIX

PETITIONER'S EXHIBITS

EXT.P1 COPY OF THE COMMUNICATION DATED 11/05/90 ISSUED BY THE PETITIONER.

EXT.P2 COPY OF LETTER NO. R2-4070/90/TRIDA DATED 12/7/94.

EXT.P3 COPY OF NOTICE NO.R2/4070/90/TRIDA DATED 16/5/95.

EXT.P4 COPY OF REPRESENTATION DATED 01/06/95.

EXT.P5 COPY OF LETTER NO.GC, (TRIDA) – 13 DATED 21/6/95.

EXT.P6 COPY OF ORDER NO.R2-4070/90/TRIDA DATED 29/11/96.

EXT.P7 COPY OF APPEAL PREFERRED BEFORE THE 3RD RESPONDENT NO. 77689/95-C4.

EXT.P8 COPY OF ORDER IN APPEAL NO. 77689/95-84 DATED 19/3/98.

EXT.P9 COPY OF LETTER NO.R2-4070/90/TRIDA DATED 26/3/98.

EXT.P10 COPY OF STATEMENT SHOWING DETAILS OF PAYMENT MADE TO RESPONDENT FROM 01/8/90 TO 04/5/98.

O.P.No. 7573/1998

EXT.P10(a) COPY OF DETAILS OF PAYMENT DUE TO THE RESPONDENTS
ACCORDING TO THE PETITIONER.

EXT.P11 COPY OF ORDER DATED 06/10/98 PASSED BY 2ND RESPONDENT.

RESPONDENT'S EXHIBITS

EXT.R1(a) COPY OF THE AGREEMENT DATED 01/8/90 EXECUTED BY THE
PETITIONER.

EXT.R1(b) COPY OF THE G.O.(MS) NO. 44/84/LA & SWD DATED 23/2/84.

EXT.R1(c) COPY OF THE LETTER NO.R2-4070/90/TRIDA DATED 12/7/94.

EXT.R1(d) COPY OF THE LETTER DATED 25/1/96.

EXT.R1(e) COPY OF THE LETTER NO.R2/4070/90/TRIDA DATED 20/7/95.

// TRUE COPY //

PA TO JUDGE

jg

C.N.RAMACHANDRAN NAIR, J.

O.P. No. 7573 of 1998 B

Dated, this the 16th day of March, 2007

J U D G M E N T

Heard the learned counsel for the petitioner and the learned Standing Counsel appearing for the 1st respondent.

2. The petitioner took four rooms from the 1st respondent on lease in the year 1990. Later petitioner was given one room in 1992 and two rooms in 1993. The contract provides for escalation of rent at 10% every year, which was admittedly agreed by the petitioner at the time of taking the building on lease. However, there is provision in the contract enabling the 1st respondent to change the pattern of increase in rent and the 1st respondent in fact revised rent by providing for 10% increase in rent in every three years, which is a Standard Clause in many lease agreements. Petitioner obviously cannot have any grievance against refixation of rent with 10% increase in every three years. Admittedly, the petitioner has delayed payment of rent and is obviously liable to pay interest at agreed rate which is stated to be 12%. It is seen that even undisputed amount is not paid by the petitioner on account of pendency of this OP. Even though the revision of rent in every three years was introduced vide Ext.P6 only on 29/11/1995

and until then petitioner was liable to pay increased rent in every year, I feel, petitioner can be extended the benefit from the beginning of the lease period provided, petitioner clears the arrears with applicable rate of interest within a reasonable time. Accordingly, petitioner is granted six equal monthly installments to clear the arrears at revised rate as above on further condition that petitioner will start payment of monthly rent from April onwards without default. However, the 1st arrear installment will be paid on or before 30th of April and balance on or before last day of following five months. The 1st respondent is directed to rework arrears of rent from the beginning of lease period by adding 10% to the agreed rate in every three years commencing from beginning of the lease period along with interest at agreed rate after giving credit on due dates of payment and give statement of liability to the petitioner within a week from production of a copy of this judgment. If petitioner does not clear arrears as above, the waiver of annual rental increase granted conditionally above upto 29/11/1995 will stand automatically vacated on first default in payment of arrears of rent.

(C.N.RAMACHANDRAN NAIR, JUDGE.)